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8

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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 17-480-PSG

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
MINAS MATOSYAN

14 v.

15 MINAS MATOSYAN, et al.,

16 Defendant.

17
18 1. This constitutes the plea agreement between MINAS MATOSYAN
19 ("defendant") and the United States Attorney's Office for the Central
20 District of California (the "USAO") in the above-captioned case.
21 This agreement is limited to the USAO and cannot bind any other
22 federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to count one of the
28 indictment in United States v. Minas Matosyan, et al., CR No. 17-480-

1 PSG, which charges defendant with conspiracy to distribute controlled
2 drugs including oxycodone and hydrocodone, in violation of 21 U.S.C.
3 §§ 846, 841(a)(1), and 841(b)(1)(C).

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered
8 for service of sentence, obey all conditions of any bond, and obey
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be
11 excluded for sentencing purposes under United States Sentencing
12 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
13 within the scope of this agreement.

14 f. Be truthful at all times with Pretrial Services, the
15 United States Probation Office, and the Court.

16 g. Pay the applicable special assessment at or before the
17 time of sentencing unless defendant lacks the ability to pay and
18 prior to sentencing submits a completed financial statement on a form
19 to be provided by the USAO.

20 h. Not to move or otherwise seek to withdraw defendant's
21 guilty plea in this matter.

22 i. Agree to imposition of the following terms of
23 supervised: (1) defendant shall not work for any business or facility
24 (including in any capacity as an owner, manager, or supervisor) that
25 provides medical care, handles prescription drugs, or is involved
26 with medical billings of any kind; and (2) defendant shall not
27 possess any identification document or prescription in any name other
28 than his true legal name.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

d. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

NATURE OF THE OFFENSE

4. Defendant understands that for defendant to be guilty of the crime charged in count one, that is, conspiracy to distribute a controlled substance, in violation of Title 21, United States Code, Sections 846 and 841(b)(1)(C), the following must be true:

a. First, there was an agreement between two or more persons to distribute oxycodone and hydrocodone, each a Schedule II narcotic drug controlled substance; and

b. Second, defendant joined in this conspiracy knowing of its purpose and intending to help accomplish it.

PENALTIES

5. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 21, United States Code, Sections 846 and 841(b)(1)(C), is: 20 years imprisonment; a lifetime period of supervised release; a fine of \$1,000,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100. Defendant understands that the statutory minimum term of supervised release that the Court must impose is a term of supervised release not less than three years.

6. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

7. Defendant understands that, by pleading guilty, defendant may be giving up valuable government benefits and valuable civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. Defendant understands that once the court accepts defendant's guilty plea, it will be a federal felony for defendant to possess a firearm or ammunition. Defendant understands that the conviction in this case may also subject defendant to various other collateral consequences, including but not limited to revocation of probation,

1 parole, or supervised release in another case and suspension or
2 revocation of a professional license. Defendant understands that
3 unanticipated collateral consequences will not serve as grounds to
4 withdraw defendant's guilty plea.

5 8. Defendant understands that, if defendant is not a United
6 States citizen, the felony conviction in this case may subject
7 defendant to: removal, also known as deportation, which may, under
8 some circumstances, be mandatory; denial of citizenship; and denial
9 of admission to the United States in the future. The court cannot,
10 and defendant's attorney also may not be able to, advise defendant
11 fully regarding the immigration consequences of the felony conviction
12 in this case. Defendant understands that unexpected immigration
13 consequences will not serve as grounds to withdraw defendant's guilty
14 plea.

15 FACTUAL BASIS

16 9. Defendant admits that defendant is, in fact, guilty of the
17 offense to which defendant is agreeing to plead guilty. Defendant
18 and the USAO agree to the statement of facts provided below and agree
19 that this statement of facts is sufficient to support a plea of
20 guilty to the charge described in this agreement and to establish the
21 stipulated Sentencing Guidelines factors set forth below but is not
22 meant to be a complete recitation of all facts relevant to the
23 underlying criminal conduct or all facts known to either party that
24 relate to that conduct.

25
26 Beginning on a date unknown, and continuing to a date not
27 earlier than July 27, 2017, in Los Angeles County, within the Central
28 District of California, and elsewhere, defendant knowingly and

1 intentionally participated in a conspiracy to distribute controlled
2 drugs including the Schedule II narcotics oxycodone and hydrocodone.

3 The conspirators would control sham medical clinics in the
4 greater Los Angeles area for the purpose of profiting from the sale
5 of illegitimate prescriptions for controlled substances, including
6 the narcotic painkillers oxycodone and hydrocodone. Defendant and
7 other conspirators would retain corrupt doctors who would allow the
8 conspirators to sell controlled drug prescriptions written in the
9 doctors' names and license numbers. Defendant and the other
10 conspirators also stole the identities of other doctors and issued
11 prescriptions in those doctors' names. Defendant would either
12 personally acquire prescription pads in the names of such doctors or
13 would arrange for other conspirators to do so. The conspirators
14 staffed receptionists at the clinics who would falsely verify the
15 fraudulent prescriptions when pharmacists periodically called to
16 inquire about them. Defendant would either personally sell narcotic
17 prescriptions to black market customers or would arrange for couriers
18 working at his directions to do so. Defendant also would sell bulk
19 quantities of oxycodone and hydrocodone to black market customers,
20 which defendant acquired from fraudulent prescriptions filled at
21 pharmacies by other conspirators.

22 The conspiracy involved the trafficking of not less than 12,000
23 pills of 30-mg oxycodone (360 total grams) and not less than 3,000
24 pills of 10-mg hydrocodone (30 total grams) via the sale of either
25 bulk quantities of pills or of fraudulent prescriptions issued in the
26 names and purported authority of at least four physicians.

27 In furtherance of the conspiracy, defendant and the conspirators
28 committed the following actions, among others:

1 January-May 2016 Undercover Purchases

2 On four occasions between January 2016 and May 2016, defendant
3 arranged to sell fraudulent oxycodone prescriptions to a person he
4 believed was a black market customer, but who was in fact a law
5 enforcement cooperator ("CS-1"). Defendant negotiated each
6 transaction with CS-1 and then instructed CS-1 to provide fraudulent
7 patient identification information to co-conspirator Ralph Manning
8 ("R. Manning"). R. Manning completed the fraudulent prescriptions
9 and delivered them to CS-1, in exchange for \$200 each, as follows:

10 • On January 27, 2016, CS-1 met with R. Manning at a parking
11 lot and received a fraudulent prescription purportedly issued by a
12 doctor with initials R.G. ("R.G.") for 150 pills of 30-mg oxycodone
13 in exchange for \$200 cash.

14 • On February 5, 2016, CS-1 met R. Manning at a parking lot
15 and received a fraudulent R.G. prescriptions, each for 150 pills of
16 30-mg oxycodone (450 total pills), in return for \$600 cash.

17 • On February 24, 2016, CS-1 met R. Manning at a 7-11
18 convenience store and received three R.G. prescriptions each for 150
19 pills of 30-mg oxycodone (450 total pills), in exchange for \$600
20 cash.

21 • On May 12, 2016, CS-1 met defendant at a grocery store
22 parking lot and received four blank prescriptions, two of which were
23 R.G. prescriptions and two of which were prescriptions under the name
24 of another doctor with initials E.S. ("E.S."), in exchange for \$400.

25 • Later that day, CS-1 met with R. manning at a parking lot,
26 where CS-1 received two more prescriptions each for 120 pills of 30-
27 mg oxycodone (240 total pills), each written in the name and medical
28 license number of E.S., in exchange for \$400.

1 Identity Theft of E.S. and L.G.W.

2 During the conspiracy, defendant sold fraudulent prescriptions
3 for oxycodone and other controlled drugs to customers that were
4 issued under the name and license number of a doctor with initials
5 E.S. Defendant and the conspirators ultimately became aware that, at
6 the time E.S. purportedly wrote the fraudulent prescriptions, E.S.
7 was hospitalized or deceased. When defendant learned that was the
8 case, he spoke with a co-conspirator receptionist at one of the
9 clinics and instructed the receptionist to concoct false explanations
10 to provide to pharmacists to conceal that E.S. never wrote or
11 authorized the prescriptions.

12 On May 19, 2016, defendant spoke with a doctor with initials
13 L.G.W., during which defendant offered L.G.W. a "very lucrative
14 position" working for defendant, in which L.G.W. would "sit home
15 making \$20,000 a month doing nothing." L.G.W. declined the offer.
16 Five days later, defendant sent a text message to a co-conspirator
17 that contained L.G.W.'s full name, medical license number, and
18 national provider identifier number, for the co-conspirator to use in
19 ordering prescription pads in L.G.W.'s name. Over the next two
20 months, defendant and the conspirators sold fraudulent prescriptions
21 purportedly issued by L.G.W. for oxycodone and other controlled
22 drugs, totaling not less than 9,450 pills of 30-mg oxycodone and 990
23 pills of 10-mg hydrocodone. On multiple occasions, defendant
24 personally sold fraudulent L.G.W. prescriptions to customers.

25 In June 2016, defendant spoke with another medical practitioner,
26 G.J., in an effort to hire G.J. to issue narcotic prescriptions at a
27 clinic. In a phone call with another conspirator, defendant stated
28 that the G.J. would see 12 to 15 patients per day, two to three times

1 per week, and would receive \$300 per prescription; defendant and the
2 conspirator agreed to send test patients to the clinic to ensure that
3 G.J. would be able to supply the conspirators with the prescriptions
4 they wanted.

5 May 2016 Sale of Oxycodone to F. MANNING

6 On May 18, 2016, defendant met with co-defendant Freddie Manning
7 ("F. Manning") in Encino, California, where defendant and co-
8 defendant Gary Henderson delivered approximately 500 pills of
9 oxycodone and 160 pills of hydrocodone to F. Manning in exchange for
10 \$1,600. A law enforcement officer acting in coordination with the
11 investigators in this matter conducted a traffic stop of F. Manning's
12 car and seized the hydrocodone pills, but did not find the oxycodone
13 pills. Thereafter, defendant, F. Manning, and other conspirators
14 arranged to send what they knew and intended to be a fraudulent
15 medical record to law enforcement, which falsely stated that the
16 seized hydrocodone had been legitimately prescribed to F. Manning by
17 a doctor with initials N.D. In fact, as defendant and the other
18 conspirators knew, N.D. did not write the letter that was sent to law
19 enforcement, nor did N.D. ever provide any treatment of F. Manning or
20 give any prescription to F. Manning.

21 SENTENCING FACTORS

22 10. Defendant understands that in determining defendant's
23 sentence the Court is required to calculate the applicable Sentencing
24 Guidelines range and to consider that range, possible departures
25 under the Sentencing Guidelines, and the other sentencing factors set
26 forth in 18 U.S.C. § 3553(a). Defendant understands that the
27 Sentencing Guidelines are advisory only, that defendant cannot have
28 any expectation of receiving a sentence within the calculated

1 Sentencing Guidelines range, and that after considering the
 2 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 3 be free to exercise its discretion to impose any sentence it finds
 4 appropriate up to the maximum set by statute for the crime of
 5 conviction.

6 11. Defendant and the USAO agree to the following applicable
 7 Sentencing Guidelines factors:

8	Base Offense Level:	30	U.S.S.G. § 2D1.1(c) ¹
9	Role in the Offense:	+3	U.S.S.G. § 3B1.1
10	Obstruction of Justice:	+2	U.S.S.G. § 3C1.1
11	Acceptance of Responsibility:	-3	U.S.S.G. § 3E1.1
12	Stipulated Variance:	-2 ²	
13	Total Offense Level:	30	

14 The USAO will agree to a two-level downward adjustment for acceptance
 15 of responsibility (and, if applicable, move for an additional one-
 16 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the
 17 conditions set forth in paragraph 3(d)) are met and if defendant has
 18 not committed, and refrains from committing, acts constituting
 19 obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as
 20 discussed below. Subject to paragraph 23 below, defendant and the
 21 USAO agree not to seek, argue, or suggest in any way, either orally
 22 or in writing, that any other specific offense characteristics,
 23 adjustments, or departures relating to the offense level be imposed.

25 ¹ Under U.S.S.G. § 2D1.1, Application Note 8, 390 grams of
 26 oxycodone and hydrocodone are the equivalent of 2,613 kilograms of
 marijuana.

27 ² The parties stipulate to the further two-level downward
 28 variance because defendant gave a full confession immediately after
 his arrest and, soon thereafter, defendant timely assisted the
 government in identifying a then-unidentified co-conspirator.

1 12. Defendant understands that there is no agreement as to
2 defendant's criminal history or criminal history category.

3 13. Defendant and the USAO reserve the right to argue for a
4 sentence outside the sentencing range established by the Sentencing
5 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
6 (a)(2), (a)(3), (a)(6), and (a)(7).

7 WAIVER OF CONSTITUTIONAL RIGHTS

8 14. Defendant understands that by pleading guilty, defendant
9 gives up the following rights:

10 a. The right to persist in a plea of not guilty.

11 b. The right to a speedy and public trial by jury.

12 c. The right to be represented by counsel -- and if
13 necessary have the court appoint counsel -- at trial. Defendant
14 understands, however, that, defendant retains the right to be
15 represented by counsel -- and if necessary have the court appoint
16 counsel -- at every other stage of the proceeding.

17 d. The right to be presumed innocent and to have the
18 burden of proof placed on the government to prove defendant guilty
19 beyond a reasonable doubt.

20 e. The right to confront and cross-examine witnesses
21 against defendant.

22 f. The right to testify and to present evidence in
23 opposition to the charges, including the right to compel the
24 attendance of witnesses to testify.

25 g. The right not to be compelled to testify, and, if
26 defendant chose not to testify or present evidence, to have that
27 choice not be used against defendant.

1 h. Any and all rights to pursue any affirmative defenses,
2 Fourth Amendment or Fifth Amendment claims, and other pretrial
3 motions that have been filed or could be filed.

4 WAIVER OF APPEAL OF CONVICTION

5 15. Defendant understands that, with the exception of an appeal
6 based on a claim that defendant's guilty plea was involuntary, by
7 pleading guilty defendant is waiving and giving up any right to
8 appeal defendant's conviction on the offense to which defendant is
9 pleading guilty.

10 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

11 16. Defendant agrees that, provided the Court imposes a total
12 term of imprisonment that is within or below the Sentencing
13 Guidelines range corresponding with a total offense level of 30 and
14 the criminal history category applied by the Court, defendant gives
15 up the right to appeal all of the following: (a) the procedures and
16 calculations used to determine and impose any portion of the
17 sentence; (b) the term of imprisonment imposed by the Court; (c) the
18 fine imposed by the court, provided it is within the statutory
19 maximum; (e) the term of probation or supervised release imposed by
20 the Court, provided it is within the statutory maximum; and (f) any
21 of the following conditions of probation or supervised release
22 imposed by the Court: the conditions set forth in General Order 18-10
23 of this Court; the drug testing conditions mandated by 18 U.S.C.
24 §§ 3563(a)(5) and 3583(d); the alcohol and drug use conditions
25 authorized by 18 U.S.C. § 3563(b)(7); and the conditions agreed to by
26 defendant in paragraph 2(i) above.

27 17. The USAO agrees that, provided (a) all portions of the
28 sentence are at or below the statutory maximum specified above and

1 (b) the Court imposes a total term of imprisonment is within or above
2 the Sentencing Guidelines range corresponding with a total offense
3 level of 30 and the criminal history category applied by the Court,
4 the USAO gives up its right to appeal any portion of the sentence.

5 RESULT OF WITHDRAWAL OF GUILTY PLEA

6 18. Defendant agrees that if, after entering a guilty plea
7 pursuant to this agreement, defendant seeks to withdraw and succeeds
8 in withdrawing defendant's guilty plea on any basis other than a
9 claim and finding that entry into this plea agreement was
10 involuntary, then (a) the USAO will be relieved of all of its
11 obligations under this agreement; and (b) should the USAO choose to
12 pursue any charge that was either dismissed or not filed as a result
13 of this agreement, then (i) any applicable statute of limitations
14 will be tolled between the date of defendant's signing of this
15 agreement and the filing commencing any such action; and
16 (ii) defendant waives and gives up all defenses based on the statute
17 of limitations, any claim of pre-indictment delay, or any speedy
18 trial claim with respect to any such action, except to the extent
19 that such defenses existed as of the date of defendant's signing this
20 agreement.

21 EFFECTIVE DATE OF AGREEMENT

22 19. This agreement is effective upon signature and execution of
23 all required certifications by defendant, defendant's counsel, and an
24 Assistant United States Attorney.

25 BREACH OF AGREEMENT

26 20. Defendant agrees that if defendant, at any time after the
27 signature of this agreement and execution of all required
28 certifications by defendant, defendant's counsel, and an Assistant

1 United States Attorney, knowingly violates or fails to perform any of
2 defendant's obligations under this agreement ("a breach"), the USAO
3 may declare this agreement breached. All of defendant's obligations
4 are material, a single breach of this agreement is sufficient for the
5 USAO to declare a breach, and defendant shall not be deemed to have
6 cured a breach without the express agreement of the USAO in writing.
7 If the USAO declares this agreement breached, and the Court finds
8 such a breach to have occurred, then: (a) if defendant has previously
9 entered a guilty plea pursuant to this agreement, defendant will not
10 be able to withdraw the guilty plea, and (b) the USAO will be
11 relieved of all its obligations under this agreement.

12 21. Following the Court's finding of a knowing breach of this
13 agreement by defendant, should the USAO choose to pursue any charge
14 that was to be dismissed or not filed as a result of this agreement,
15 then:

16 a. Defendant agrees that any applicable statute of
17 limitations is tolled between the date of defendant's signing of this
18 agreement and the filing commencing any such action.

19 b. Defendant waives and gives up all defenses based on
20 the statute of limitations, any claim of pre-indictment delay, or any
21 speedy trial claim with respect to any such action, except to the
22 extent that such defenses existed as of the date of defendant's
23 signing this agreement.

24 c. Defendant agrees that: (i) any statements made by
25 defendant, under oath, at the guilty plea hearing (if such a hearing
26 occurred prior to the breach); (ii) the agreed to factual basis
27 statement in this agreement; and (iii) any evidence derived from such
28 statements, shall be admissible against defendant in any such action

1 against defendant, and defendant waives and gives up any claim under
2 the United States Constitution, any statute, Rule 410 of the Federal
3 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
4 Procedure, or any other federal rule, that the statements or any
5 evidence derived from the statements should be suppressed or are
6 inadmissible.

7 COURT AND PROBATION OFFICE NOT PARTIES

8 22. Defendant understands that the Court and the United States
9 Probation Office are not parties to this agreement and need not
10 accept any of the USAO's sentencing recommendations or the parties'
11 agreements to facts or sentencing factors.

12 23. Defendant understands that both defendant and the USAO are
13 free to: (a) supplement the facts by supplying relevant information
14 to the United States Probation Office and the Court, (b) correct any
15 and all factual misstatements relating to the Court's Sentencing
16 Guidelines calculations and determination of sentence, and (c) argue
17 on appeal and collateral review that the Court's Sentencing
18 Guidelines calculations and the sentence it chooses to impose are not
19 error, although each party agrees to maintain its view that the
20 stipulated Sentencing Guidelines calculations in this plea agreement
21 are consistent with the facts of this case. While this paragraph
22 permits both the USAO and defendant to submit full and complete
23 factual information to the United States Probation Office and the
24 Court, even if that factual information may be viewed as inconsistent
25 with the facts agreed to in this agreement, this paragraph does not
26 affect defendant's and the USAO's obligations not to contest the
27 facts agreed to in this agreement.

1 24. Defendant understands that even if the Court ignores any
2 sentencing recommendation, finds facts or reaches conclusions
3 different from those agreed to, and/or imposes any sentence up to the
4 maximum established by statute, defendant cannot, for that reason,
5 withdraw defendant's guilty plea, and defendant will remain bound to
6 fulfill all defendant's obligations under this agreement. Defendant
7 understands that no one -- not the prosecutor, defendant's attorney,
8 or the Court -- can make a binding prediction or promise regarding
9 the sentence defendant will receive, except that it will be within
10 the statutory maximum.

11 NO ADDITIONAL AGREEMENTS

12 25. Defendant understands that, except as set forth herein,
13 there are no promises, understandings, or agreements between the USAO
14 and defendant or defendant's attorney, and that no additional
15 promise, understanding, or agreement may be entered into unless in a
16 writing signed by all parties or on the record in court.

17 ///

18 ///

19 ///


PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

26. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.


AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

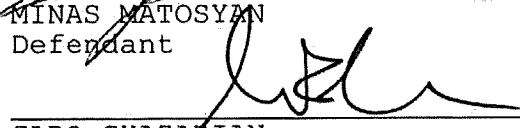
NICOLA T. HANNA
United States Attorney


BENJAMIN R. BARRON
Assistant United States Attorney

4/4/19
Date


MINAS MATOSYAN
Defendant

4-2-2019
Date

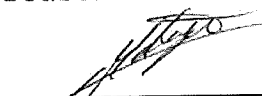

GARO GHAZARIAN
Attorney for Defendant

April 3, 2019
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those

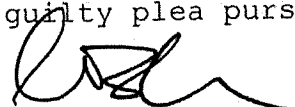
1 contained in this agreement. No one has threatened or forced me in
2 any way to enter into this agreement. I am satisfied with the
3 representation of my attorney in this matter, and I am pleading
4 guilty because I am guilty of the charges and wish to take advantage
5 of the promises set forth in this agreement, and not for any other
6 reason.

7 
8 MINAS MATOSYAN
9 Defendant

4-2-2019
Date

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

11 I am MINAS MATOSYAN's attorney. I have carefully and thoroughly
12 discussed every part of this agreement with my client. Further, I
13 have fully advised my client of his rights, of possible pretrial
14 motions that might be filed, of possible defenses that might be
15 asserted either prior to or at trial, of the sentencing factors set
16 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
17 provisions, and of the consequences of entering into this agreement.
18 To my knowledge: no promises, inducements, or representations of any
19 kind have been made to my client other than those contained in this
20 agreement; no one has threatened or forced my client in any way to
21 enter into this agreement; my client's decision to enter into this
22 agreement is an informed and voluntary one; and the factual basis set
23 forth in this agreement is sufficient to support my client's entry of
24 a guilty plea pursuant to this agreement.

25 
26 GARO GHAZARIAN
27 Attorney for Defendant
28 MINAS MATOSYAN

April 3, 2019
Date